

JUNE 30, 2003

~~JUNE 30, 2002~~

CONTRACT PERIOD THROUGH ~~JULY 31, 2002~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MAINTENANCE & SUPPORT FOR MICROWAVE NETWORK**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 20, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/~~le~~ mm
Attach

Copy to: Clerk of the Board
Steve Barlett, Telecommunications
Chuck Botherton, Telecommunications
Monica Mendoza, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **MAINTENANCE & SUPPORT FOR
MICROWAVE NETWORK**

1.0 **INTENT:**

- 1.1 The purpose of this solicitation is to provide a source for maintenance and support for Maricopa County's Microwave Network acquired in November 1999.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **REQUIRED QUALIFICATIONS**

The successful bidder is required to be certified by Tadiran Microwave Networks and have no less than five (5) years experience providing comprehensive service for SONET ring microwave systems consisting of at least 3 active hops. **Proposing vendors must clearly indicate on Attachment C/References their qualifications to meet or exceed this requirement by providing references for which the proposing vendor has provided the same or similar services as required in this bid serial.**

2.1.1 **QUALIFIED TECHNICIANS:**

Bidders shall have on staff qualified technical personnel experienced in the maintenance of equipment specified under this solicitation. ALL TECHNICAL PUBLICATIONS AND DOCUMENTATION NECESSARY FOR COMPLETE MAINTENANCE & SUPPORT IS THE RESPONSIBILITY OF THE CONTRACTOR. **Resumes of the individuals who will be involved in maintaining the County systems shall accompany bid. Any Contractor training, certification and/or licensure to perform the work specified, must be submitted with your bid.**

Any awarded vendor may be required to communicate, coordinate, cooperate and participate with multiple vendors. This demand is for a timely and quality solution to problems. The awarded vendor(s) will work together to identify the problem, identify the cause, recommend a solution, identify the responsible parties, and initiate corrective action through to the end and the to the satisfaction of Maricopa County.

Client references **must** be submitted on Attachment C for bids to be considered.

2.2 **EQUIPMENT**

2.2.1 **RADIO**

The system is comprised of a 6-hop loop with 7 spurs (20 sites in all) located at the following sites (capacities included):

Durango, Central Court Building, Emergency Management, Thompson Peak, Shaw Butte, and White Tanks (loop sites configured with OC-3 interfaces);

Spur sites -- Avondale (4 T1), Bell & Dysart (12 T1), Towers Mtn. (8 T1), Lake Pleasant (4 T1), Yarnell (12 T1), Wickenburg (4 T1), Smith Peak (4 T1), Oatman (8 T1), Gila Bend (4 T1), Bronco Butte (4 T1), Mt. Ord (4 T1), Humboldt Mtn. (12 T1), Chandler (4 T1), and Southeast Regional Facility (3 DS3).

All hops are 6 or 11 GHz protected digital Tadiran microwave radios.

2.2.2 MULTIPLEXING AND LOOP PROTECTION

Cisco LS-1010s are currently in place at Durango, Central Courts, Thompson Peak, Southeast Regional, and White Tanks. This equipment will be replaced and loop protection provided by traditional multiplexing equipment by the time this contract is awarded. Vendor to be determined.

2.2.3 PREMISYS CHANNEL BANKS

Premisys channel banks are located at all sites except Shaw Butte and Emergency Management.

2.3 SERVICES PROVIDED BY MARICOPA COUNTY

Maricopa County Wireless Systems will provide on-site emergency services, primary first-echelon maintenance and troubleshooting to maintain and keep the above-identified equipment in normal operation.

2.4 SERVICES PROVIDED BY CONTRACTOR

The maintenance service commencement date for a site under this agreement will be the date designated by the County. THE CONTRACTOR GUARANTEES THE AVAILABILITY OF MAINTENANCE SERVICE 24 HOURS PER DAY, SEVEN (7) DAYS PER WEEK INCLUSIVE OF ANY AND ALL HOLIDAYS OR AS SPECIFIED BY TELECOMMUNICATIONS DEPARTMENT. Contractor will provide all maintenance services necessary to maintain the sites as specified.

The **primary** service required of the awarded contractor will include: **system software configuration(s), computer hardware service labor, and restoration of spare computer hardware.** In addition, the successful vendor will maintain regular alarm system database backups to provide rapid system restoration. **This contract resulting from this solicitation will not include repair parts except for loaner alarm master restoration spares.**

All maintenance shall be performed by qualified maintenance engineers, totally familiar with all of the equipment installed at the County site. **THE CONTRACTOR WILL NOT SUBCONTRACT OR PERMIT ANYONE OTHER THAN CONTRACTOR PERSONNEL TO PERFORM ANY OF THE WORK, SERVICES OR OTHER PERFORMANCE REQUIRED OF THE CONTRACTOR UNDER THIS CONTRACT WITHOUT PRIOR WRITTEN CONSENT OF THE COUNTY.**

The successful bidder will be responsible for **primary** maintenance of the following microwave alarm system masters:

2.4.1 EQUIPMENT:

2.4.1.1 Tadiran Telescan 3000 microwave alarm system

- 2.4.1.1.1 OMC Graphics Operations & Maintenance Center computer.
- 2.4.1.1.2 MD Mediation Device computer.
- 2.4.1.1.3 Maintain spare loaner computer hardware for emergency system restoration; provide and maintain spare configured alarm master hard drives.

2.4.1.2 Premisys EMS Element Management System

2.4.1.2.1 Sun Sparc Ultra 5 EMS computer.

2.4.1.2.2 Maintain spare loaner Sun Sparc Ultra 5 EMS computer for emergency system restoration.

2.4.2 TECHNICAL SUPPORT:

2.4.2.1 Premisys TeNSr database maintenance

2.4.2.1.1 Maintain and update channel bank programming data sheets on the County's dial-in service computer.

2.4.2.1.2 Retain off-site hard and soft copy system programming data sheets and templates.

2.4.2.1.3 Maintain ongoing updates to the channel plan's master site AutoCAD channel banks bed sheet drawings.

2.4.2.1.4 Perform regular dial-in and on-site channel bank normal service and fault verification.

2.4.2.1.5 Perform standard additions, moves and changes to new and existing channel bank programming.

2.4.2.2 Tadiran microwave radio 2nd echelon service support

2.4.2.2.1 Provide the County radio technicians with local telephone technical support of the installed Tadiran microwave equipment.

2.4.2.2.2 Technical support includes fault isolation, module identification, and alignment procedures.

2.4.2.3 General microwave system fault isolation.

2.4.2.3.1 Provide direct fault isolation assistance with County radio technicians during major system failures, i.e., assist in testing inter-microwave radio to multiplex failures and provide interface with multiplex equipment vendor for rapid fault isolation.

2.5 RESPONSE TIMES

2.5.1 THE CONTRACTOR SHALL PROVIDE THE COUNTY WITH A DESIGNATED POINT OF CONTACT AND MAKE ARRANGEMENTS TO ENABLE THEIR MAINTENANCE REPRESENTATIVES TO RECEIVE A REQUEST FOR MAINTENANCE SERVICE.

The contractor will respond to all requests for maintenance on equipment covered by this contract.

This shall apply regardless of the time of day or day of the week the call was placed or in regard to the choice of primary maintenance or optional maintenance periods selected by the County. For critical situations (i.e., failure of system software or system equipment defined as critical such as the CPU,

DASD, etc), the contractor agrees to have a qualified technician on-site per attached specifications. ~~THE RESPONSE TIMES SHALL BE MEASURED FROM THE POINT OF TIME WHEN THE COUNTY FIRST PLACES A CALL TO THE CONTRACTOR'S MAINTENANCE SERVICE CENTER AND ENDS WHEN THE MAINTENANCE REPRESENTATIVE ARRIVES ON SITE READY TO PERFORM REQUIRED SERVICE.~~ The contractor agrees that the response time standard is reasonable and shall meet this standard. At the time of problem call, customer will indicate to vendor the kind of severity as follows:

Motorola will provide direct service response for all severity levels within one hour by a qualified technician via a dedicated cellular telephone and pager support using remote alarm system access. Service management provided by Motorola will be to provide technical support to Maricopa County's first response technician.

- **Technical support includes: fault isolation, module identification, and alignment procedures.**
- **Provide fault isolation and alarm system assistance with County Radio Technicians during major system failures. i.e., assist County Technicians in testing microwave radio and inter-multiplex system failures.**
- **On site response will be determined by the severity of the service-related problem. This service assistance will be performed at the County's Durango Prime Site master alarm location.**

2.5.1.1 Emergency - A Mission Critical System is inoperable and major impact on business. (Response Time 1 hr)

2.5.1.2 Urgent - A Production system is affected and business is severely degraded.
(Response Time 2 hrs)

2.5.1.3 Serious - Reduced capabilities.
(Response Time 3 hrs)

2.5.1.4 Normal - Some device(s) is/are down but impact on business is nominal.
(Response Time 4 hrs)

2.5.1.5 There is to be no difference in level, quality, responsiveness, or level of techniques of services provided between full service maintenance or time and material maintenance.

Each failure to meet the required response time will be recorded by the using agency. **FAILURE TO MEET THE RESPONSE TIME REQUIREMENT WILL RESULT IN THE INITIATION OF COUNTY'S DEFAULT POLICY.**

2.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **negligent** acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable. **Contractor's duty to indemnify and hold County harmless shall be limited to the proportion of the claims demands damages or expenses equal to the proportionate fault for the claims damages or expenses attributable to the negligent acts or omissions operations or works of Contractor or its employees or agents while engaged in upon or in connection with the services performed by Contractor hereunder.**

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to,

impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

With respect to this project the **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

~~The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.~~

~~The **COUNTY** reserves the right to request and to receive, within 10 working days, certificate of insurance, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.~~

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

~~The policies required hereunder, except Workers' Compensation, policy shall contain a waiver of transfer of rights of recovery (subrogation) against in favor of the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.~~

- 3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision. ~~and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.~~

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, ~~he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.~~

- 3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.5 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, ~~or formal endorsements as required by the Contract,~~ issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.7 PERFORMANCE BOND:

The successful Bidder will be required to furnish a Performance Bond in the amount of \$50,000 within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of Performance Bond. Contractors are requested to tender this bond on a document approved by the Arizona Department of Insurance. One Contractor failing to supply a Performance Bond as required will forfeit his right to the contract. An irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance Bonds are to be identified with Bid Serial Number, Title and return address.

3.8 TESTING

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Bidder holding the contract.

3.9 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.10 USAGE REPORT:

If requested, the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract within 10 days from original request.. The format of the report shall be approved by the County and shall disclose the quantity, type of service, and dollar value of each contract item by individual unit.

3.11 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.12 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program and any costs or charges to the vendor or contractor will be based on the transaction dollar amount from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
 2. The vendor/contractor does not have to invoice Maricopa County.
 3. The vendor/contractor does not have to carry that transaction as an account receivable.
- Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.13 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.14 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

CORRY SLAMA, PROCUREMENT CONSULTANT – (602) 506-3243

Technical Telephone inquiries shall be addressed to:

CHUCK BROTHERTON, MANAGER, WIRELESS SYSTEMS, -- (602) 506-4751

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognizes that any agreement entered into commences upon the day first provided and continues in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognize that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the **applicable** laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

Records pertinent to Motorola's performance of the resulting contract will be available for reasonable audit by the County; such audit will be conducted at the expense of the County, during normal business hours, and where the records are ordinarily kept by Motorola. Trade secret and confidential, proprietary information (such as manufacturing cost data, or product development or other technical trade secrets) are not subject to audit.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department **and demonstrated to the reasonable understanding of Contractor**, that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs

incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 ~~DELIVERY:~~

~~It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.~~

4.23 ~~PRICE REDUCTIONS:~~

~~By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY. If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:~~

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

For purposes of work to be completed on requested projects, the parties agree that nothing in this Agreement or the performance of this Agreement shall be interpreted as an assignment by Motorola to County, through Work for Hire or other means, of any rights in the intellectual property of Motorola or intellectual property developed by Motorola in the performance of this Agreement, including patents, copyrights and trade secrets

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

MOTOROLA, 3332 E. BROADWAY RD, STE 102, PHOENIX, AZ 85040

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

PRICING: S048901/B0604176

ITEM DESCRIPTION	24 Hours 7 Day; Full Support Mth Cost	8am-5pm M-F; Full Support Mth Cost	5pm-1am M-F; Full Support Mth Cost	1am-8am M-F; Full Support Mth Cost	Sat & Sun Full Support Mth Cost	Holiday Full Support Cost	8am-5pm M-F; Time & Mat'l Hrly Cost	5pm-1am M-F; Time & Mat'l Hrly Cost	1am-8am M-F; Time & Mat'l Hrly Cost	Sat & Sun Time & Mat'l Hrly Cost	Holiday Time & Mat'l Hrly Cost
<u>6.0 EQUIPMENT:</u>											
6.1 Tadiran Telescan 3000 microwave alarm system	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6.2 Premisys EMS Element Management System	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>7.0 TECHNICAL SUPPORT:</u>											
7.1 Premisys TeNSr database maintenance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7.2 Tadiran microwave radio 2nd echelon service support	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7.3 General microwave system fault isolation	\$ <u>43,200</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>120.00</u>	\$ <u>180.00</u>	\$ <u>180.00</u>	\$ <u>180.00</u>	\$ <u>240.00</u>

MOTOROLA, 3332 E. BROADWAY RD, STE 102, PHOENIX, AZ 85040

Repair Parts (if needed):	Cost Plus ____40____%	Catalog date ____/____/____	Catalog Name _____
	Cost Plus _____%	Catalog date ____/____/____	Catalog Name _____
	Cost Plus _____%	Catalog date ____/____/____	Catalog Name _____
	Cost Plus _____%	Catalog date ____/____/____	Catalog Name _____
	Cost Plus _____%	Catalog date ____/____/____	Catalog Name _____

Designated Point of Contact: Ron peters

Phone Number for Point of Contact: (602) 271-7520

Pager Number for Point of Contact: (888) 545-4546

Cell Phone Number for Point of Contact: (602) 708-2192

Terms: NET 30

Federal Tax ID Number: 36-1115800

Telephone Number: 602/ 271-7808

Fax Number: 602/ 438-1608

Contact Person: Sandra Warner

Vendor Number: 36-1115800 C

E-mail Address: s.warner@email.motorola.com

Contract Period: To cover the period ending **June 30, July 31, 2002 2003.**